

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: : Case No. 19-52861  
:   
Jose R. Villavicencio, : Chapter 7  
:   
Debtor. : Judge Hoffman

**MOTION OF CHAPTER 7 TRUSTEE FOR AUTHORITY TO SELL REAL ESTATE  
LOCATED AT (1) 5465 HANSEL AVENUE, UNIT H-11 OF CAMELOT BY THE LAKE,  
ORLANDO, FLORIDA, AND (2) 5449 HANSEL AVENUE, UNIT M-17, OF CAMELOT  
BY THE LAKE, ORLANDO, FLORIDA, FREE AND CLEAR OF ALL CLAIMED  
LIENS, INTERESTS OR ENCUMBRANCES**

Myron N. Terlecky, the Chapter 7 Trustee (the “Trustee”) for the bankruptcy estate of Jose R. Villavicencio, hereby moves this Court pursuant to 11 U.S.C. §363(b)(1) and (f)(1)(3) and (5) and (h) and (j), Rule 6004(c) of the Rules of Bankruptcy Procedure and Local Bankruptcy Rule 6004-1 for an Order authorizing him to sell certain real estate located at (1) 5465 Hansel Avenue Unit H-11, of Camelot by The Lake, Orlando, Florida and located at (2) 5449 Hansel Avenue Unit M-17, of Camelot by The Lake, Orlando, Florida, free and clear of all claimed liens, claims or encumbrances on the terms set forth herein. A Memorandum in Support follows.

Respectfully submitted,

/s/ Myron N. Terlecky  
Myron N. Terlecky (0018628)  
John W. Kennedy (0042672)  
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Attorneys for Chapter 7 Trustee

**MEMORANDUM IN SUPPORT**

**A. BACKGROUND**

1. Jose R. Villavicencio (the “Debtor”) filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on May 1, 2019 (the “Petition Date”).

2. Myron N. Terlecky is the duly appointed Chapter 7 Trustee herein.

3. The Debtor has an interest in the following real estate that is property of the bankruptcy estate:

a. The real estate located at 5465 Hansel Avenue Unit H-11, of Camelot by The Lake, Orlando, Florida, which is a two-bedroom condominium, that the Debtor valued at \$50,000 (See, Schedules, Doc. 1) (the “5465 Hansel Real Estate”). A copy of the legal description of the 5465 Hansel Real Estate is attached hereto as Exhibit A; and,

b. The real estate located at 5449 Hansel Avenue Unit M-17, of Camelot by The Lake, Orlando, Florida, which is a one-bedroom condominium, that the Debtor valued at \$90,000 See, Schedules, Doc. 1) (the “5449 Hansel Real Estate”; collectively, with the 5465 Hansel Real Estate, the “Real Estate”). A copy of the legal description of the 5449 Hansel Real Estate is attached hereto as Exhibit B.

4. The Trustee employed Christine Bowen of RE/MAX Town & County Realty (the “Realtor”) to list the Real Estate for sale. See, *Order Granting Application to Employ Christine Bowen of RE/MAX Town & County Realty as Realtor (Doc. 141)*, entered on May 1, 2024 (Doc. 144).

5. Other than real estate taxes and unpaid condominium association fees, the only other party claiming a lien against the Real Estate is Verna R. Coward and Verna R. Coward, Administrator of the Estate of Frederick N. Coward (See, Claim 9 on the Claims register in this

case) (the “Coward Claim”). The Trustee has reached an agreement, subject to the approval of this Court pursuant to Rule 9019 of the Rules of Bankruptcy Procedure, for an equal division of the net proceeds from the sale of the Real Estate with the Coward Claim (the “Coward Compromise”). A motion to approve the Coward Compromise will be filed contemporaneously with, or near, the filing of this motion.

5 The Realtor has received offers to purchase the Real Estate, the condition of which can best be described as challenging. There are squatters occupying the Real Estate. The Trustee has located counsel in Florida to evict the squatters. However, the prospective purchasers of the Real Estate have agreed to purchase the Real Estate in its current condition.

6. The highest and best offer to purchase the 5465 Hansel Real Estate is from Graziella Hediger and Andreas Hediger for the sum of \$129,000.00. A copy of the purchase contract to purchase the 5465 Hansel Real Estate (the “Contract”) is attached hereto as Exhibit C.

7. The highest and best offer to purchase the 5449 Hansel Real Estate is from Graziella Hediger and Andreas Hediger for the sum of \$106,000.00. A copy of the purchase contract to purchase the 5449 Hansel Real Estate (the “Contract”) is attached hereto as Exhibit D.

8. The Trustee believes it is in the best interest of the bankruptcy estate to sell the 5465 Hansel Real Estate to Graziella Hediger and Andreas Hediger for the sum of \$129,000.00 and to sell the 5449 Hansel Real Estate to Graziella Hediger and Andreas Hediger for the sum of \$106,000.00. The Trustee believes that the sale of the Real Estate is for a reasonable price given their condition. The Trustee has exercised his business judgment and determined that the sale price for the 5465 Hansel Real Estate and for the 5449 Hansel Real Estate, for which approval is sought, is in the best interest of the bankruptcy estate.

9. The Trustee seeks authorization, subject to further Order of this Court, to distribute the proceeds of sale in order of priority, and to hold the proceeds attributable to the Coward Claim pending approval of agreement reached.

## **B. LAW AND ARGUMENT**

The Trustee is authorized to sell property of the estate, other than in the ordinary course of business, pursuant to 11 U.S.C. §363(b)(1). Property, under certain circumstances, may be sold free and clear of any interest in the property other than an interest of the estate. 11 U.S.C. §363(f)(3). Bankruptcy Code §363(f) provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §363(f)(1) allows the Trustee to sell property free and clear of any interest if nonbankruptcy law permits such a sale. 11 U.S.C. §363(f)(2) allows the Trustee to sell property free and clear of any interest if such entity consents. 11 U.S.C. §363(f)(3) allows the Trustee to sell property of the estate if the interest of an entity is a lien and the lien is to be paid.

In this case, unpaid real estate taxes and unpaid condominium association fees will be paid in full from the sale of 5465 Hansel Real Estate and from the sale of 5449 Hansel Real Estate. Applicable nonbankruptcy law, in this case a Florida state court foreclosure proceeding, would permit the sale of the Real Estate free and clear of the Coward Claim. Subject to approval of the Court, the Coward Compromise satisfies the provision of 11 U.S.C. §363(f)(2).

From the proceeds of sale, the following will be paid: (1) customary closing costs, including realtor's commission, subject to Court approval in accordance with 11 U.S.C. 330; (2) the unpaid real estate taxes due the Orange County Tax Collector and unpaid condominium association fees; (3) half (1/2) of the net proceeds will be paid to the Coward Claim, subject to approval of the Coward Compromise; and, (4) one-half (1/2) of the proceeds payable to the Trustee. In the event the Coward Compromise is not approved, the proceeds will be held pending further order of this Court.

For the reasons set forth above, the Trustee submits that the proposed sale price is appropriate, and it is in the best interest of the bankruptcy estate. By proceeding in this fashion, the creditors will receive a distribution, albeit minimal, but it more than they would have received otherwise.

### **C. CONCLUSION**

Based upon the foregoing, the Trustee respectfully requests that the Court issue an Order granting the following relief:

1. That the Trustee be authorized pursuant to 11 U.S.C. §363(b)(1) and (f)(1)(2) and (3), to sell, subject to better and higher offer, the 5465 Hansel Real Estate to Graziella Hediger and Andreas Hediger for the sum of \$129,000.00, free and clear of any and all claimed liens, interests or encumbrances; and

2. That the Trustee be authorized pursuant to 11 U.S.C. §363(b)(1) and (f)(1)(2) and (3), to sell, subject to better and higher offer, the 5449 Hansel Real Estate to Graziella Hediger and Andreas Hediger for the sum of \$106,000.00, free and clear of any and all claimed liens, interests or encumbrances; and

3. That the Trustee be authorized to pay the expenses of sale from the proceeds of sale, with any professional fees subject to further Order of the Court; and

4. That the Trustee be authorized to distribute one-half (1/2) of the net proceeds to the Coward Claim, subject to further order of the Court; or in the alternative, to hold the proceeds attributable to the Coward Claim, subject to further order of the Court; and

5. That the Court grant such other and further relief as is appropriate

Respectfully submitted,

/s/ Myron N. Terlecky  
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Attorneys for Chapter 7 Trustee

# EXHIBIT A

**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Condominium Unit No. 11 of Building H of CAMELOT-BY-THE LAKE, A CONDOMINIUM, according to the Declaration of Condominium thereof, and exhibits thereto, recorded The 17th Day of September, 1980 in Official Records Book 3139, Pages 222 through 284 of the Public Records of Orange County, Florida, and amendments thereof in Official Records Book 3782, Page 1283, together with all appurtenances thereto, including an undivided interest in the common elements of said Condominium as set forth in the Declaration Thereof.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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# EXHIBIT B

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Condominium Unit No. 17 of Building M, of CAMELOT-BY-THE LAKE, a Condominium, according to the Declaration of Condominium thereof, and exhibits thereto, recorded the 17th day of September, 1980 in Official Records Book 3139, Pages 222 through 284, of the Public Records of Orange County, Florida, and amendments thereof in Official Records Book 3782, Page 1293, together with all appurtenances thereto, including an undivided interest in the common elements of said condominium as set forth in the Declaration thereof.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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# EXHIBIT C

**"AS IS" Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

**PARTIES:** Trustee for Jose Raul Villavicencio ("Seller"),  
 and Graziella G. Hediger & Andreas Hediger ("Buyer"),  
 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
 and any riders and addenda ("Contract"):

**1. PROPERTY DESCRIPTION:**

- (a) Street address, city, zip: 5465 Hansel AVENUE #1, Orlando, FL 32809  
 (b) Located in: Orange County, Florida. Property Tax ID #: 292313113908110  
 (c) Real Property: The legal description is CAMELOT BY THE LAKE CONDO CB 5/92 UNIT 11 BLDG H

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
 by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),  
 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access  
 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: \_\_\_\_\_

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: \_\_\_\_\_

**PURCHASE PRICE AND CLOSING**

**2. PURCHASE PRICE (U.S. currency):** ..... \$ 129,000.00

- (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) ..... \$ 12,900.00

The initial deposit made payable and delivered to "Escrow Agent" named below  
**(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☒ is to be made within \_\_\_\_\_ (if left  
 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
 OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: LEADING EDGE TITLE  
 Address: 1315 Tusawilla rd, STE 101 Winter Springs, FL 32708 Phone: 407-699-7773  
 E-mail: Angie@Letcf.com Fax: \_\_\_\_\_

- (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
 days after Effective Date ..... \$ \_\_\_\_\_

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_

- (d) Other: ..... \$ \_\_\_\_\_

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
 transfer or other Collected funds (see STANDARD S) ..... \$ 116,100.00

**3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
July 12, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
 the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
 initialed and delivered this offer or final counter-offer ("Effective Date").

**4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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August 15, 2024

GH CH MT

this Contract, the Closing shall occur on July 31, 2024 ("Closing Date"), at the time established by the Closing Agent.

#### 5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

#### 6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

- (b) ☒ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

### FINANCING

#### 8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other \_\_\_\_\_ (describe) mortgage loan for purchase of the Property for a (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials GH CH

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

##### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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Seller's Initials ME

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

## DISCLOSURES

### 10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

#### ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

##### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

##### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

##### 18. STANDARDS:

###### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME:** Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to Collection of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

**T. RESERVED.**

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

Buyer's Initials GGH AK  
Florida Realtors/FloridaBar-ASIS-6x

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Seller's Initials MS

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

## W. RESERVED

**X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

## ADDENDA AND ADDITIONAL TERMS

**19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall                           | <input type="checkbox"/> X. Kick-out Clause                            |
| <input type="checkbox"/> B. Homeowners' Assn.            | <input type="checkbox"/> N. Coastal Construction Control Line           | <input type="checkbox"/> Y. Seller's Attorney Approval                 |
| <input type="checkbox"/> C. Seller Financing             | <input type="checkbox"/> O. Insulation Disclosure                       | <input type="checkbox"/> Z. Buyer's Attorney Approval                  |
| <input type="checkbox"/> D. Mortgage Assumption          | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest                |
| <input type="checkbox"/> E. FHA/VA Financing             | <input type="checkbox"/> Q. Housing for Older Persons                   | <input type="checkbox"/> BB. Binding Arbitration                       |
| <input type="checkbox"/> F. Appraisal Contingency        | <input type="checkbox"/> R. Rezoning                                    | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District |
| <input type="checkbox"/> G. Short Sale                   | <input type="checkbox"/> S. Lease Purchase/ Lease Option                | <input type="checkbox"/> DD. Seasonal/Vacation Rentals                 |
| <input type="checkbox"/> H. Homeowners/Flood Ins.        | <input type="checkbox"/> T. Pre-Closing Occupancy                       | <input type="checkbox"/> EE. PACE Disclosure                           |
| <input type="checkbox"/> I. RESERVED                     | <input type="checkbox"/> U. Post-Closing Occupancy                      | <input type="checkbox"/> Other: _____                                  |
| <input type="checkbox"/> J. Interest-Bearing Acct.       | <input type="checkbox"/> V. Sale of Buyer's Property                    | _____  |
| <input type="checkbox"/> K. RESERVED                     | <input type="checkbox"/> W. Back-up Contract                            | _____  |
| <input type="checkbox"/> L. RESERVED                     |   |  |

Buyer's Initials GGH  
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Seller's Initials NC

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## 20. ADDITIONAL TERMS:

SELLER WILL PAY ALL BACK PROPERTY TAXES AND HOA  
FEES AT CLOSING.

BUYER WAIVES AN INSPECTION.

BUYER ACCEPTS PROPERTY WITH TENANTS/SQUATTERS IN  
PLACE.

SALE IS SUBJECT TO COURT APPROVAL.

BUYER'S ESCROW DEPOSIT IS FULLY REFUNDABLE SHOULD  
THE COURT NOT APPROVE THE SALE.

ALL OTHER TERMS REMAIN.

COUNTER-OFFER

GH

CTH

MT

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.  
This Contract continues with line 612 on Page 13 of 13.]

Buyer's Initials

Florida Realtors/Florida Bar-ASIS-6x

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Seller's Initials

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612 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
613 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

614 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

615 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
616 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
617 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
618 *interested persons.*

619 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
620 TO BE COMPLETED.

621 **ATTENTION: SELLER AND BUYER**

622 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,  
623 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by  
624 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the  
625 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of  
626 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly  
627 sell property in violation of the Act.

628 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**  
629 **Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under**  
630 **the Act.**

631\* Buyer: GRAZIELLA G. Hediger Date: 07/02/2024

632\* Buyer: Andreas Hediger Date: 07/02/2024

633\* Seller: ANDREW CHEN 7 Tucka Ave 19-52861 Date: 7/8/24

634\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

635 Buyer's address for purposes of notice Seller's address for purposes of notice  
636\* \_\_\_\_\_  
637\* \_\_\_\_\_  
638\* \_\_\_\_\_

639 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
640 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
641 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
642 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
643 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
644 made by Seller or Listing Broker to Cooperating Brokers.

645\* Chris Creegan - Alex Paris Christine S Bowen  
646 **Cooperating Sales Associate, if any** **Listing Sales Associate**

647\* Creegan Property Group RE/MAX TOWN & COUNTRY REALTY  
648 **Cooperating Broker, if any** **Listing Broker**

RE/MAX

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR *gjh* *Ch*

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Trustee for Raul Villavicencio (SELLER) and Graziella Hediger & Andreas Hediger (BUYER) concerning the Property described as 5465 HANSEL AVE 1

**Buyer's Initials**

**Seller's Initials**

### A. CONDOMINIUM RIDER

**1. CONDOMINIUM ASSOCIATION APPROVAL:**

The Association's approval of Buyer (**CHECK ONE**): ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

## 2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): ☐ has ☒ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): ☐ have ☒ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are
- \$ 500.73 payable (CHECK ONE): ☒ monthly ☐ quarterly ☐ semi-annually ☐ annually
- and if more than one Association assessment
- \$ \_\_\_\_\_ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually
- and the current rent on recreation areas, if any, is
- \$ \_\_\_\_\_ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

**A. CONDOMINIUM RIDER (CONTINUED)**

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

***If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.***

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: \_\_\_\_\_

- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): ☐ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

**4. SPRINKLER SYSTEM RETROFIT:**

If, pursuant to Sections 718.112(2)(n), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

**5. NON-DEVELOPER DISCLOSURE:  
(CHECK ONE):**

☐ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

☒ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND



RE/MAX

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Florida Realtors

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Trustee for Raul Villavicencio Jose (SELLER) and Graziella Hediger & Andreas Hediger (BUYER) concerning the Property described as 5465 Hansel Ave 1 ORLANDO FL 32809

Buyer's Initials GH CHSeller's Initials NS

## P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

### Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

### Seller's Disclosure (INITIAL)

- MT (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):  
☐ Known lead-based paint or lead-based paint hazards are present in the housing.  
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.  
 (b) Records and reports available to the Seller (CHECK ONE BELOW):  
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_

☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

### Buyer's Acknowledgement (INITIAL)

- GH CH (c) Buyer has received copies of all information listed above.  
GH CH (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.  
GH CH (e) Buyer has (CHECK ONE BELOW):  
☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or  
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

### Licensee's Acknowledgement (INITIAL)

- CB (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER Raul Villavicencio JoseDate 7/9/24BUYER Graziella HedigerDate 07/09/2024SELLER Christine BowenDate 7/9/24BUYER Andreas HedigerDate 07/10/2024Date 7/9/2024Listing Licensee Christine Bowen Date 7/9/24Selling Licensee AR Date 7/9/2024

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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## RESPA AFFILIATED BUSINESS DISCLOSURE STATEMENT

THIS IS TO GIVE YOU NOTICE that RE/MAX 200 Realty and RE/MAX Town & Country Realty have a business relationship with FBC Mortgage through a Marketing Services Agreement/Office Lease and an indirect equity ownership interest in Leading Edge Title. Because of these relationships, a referral to these companies may provide RE/MAX 200 Realty and RE/MAX Town & Country Realty and/or their associates a financial or other benefit.

Set forth is the ESTIMATED charge, or range of charges, for the settlement of services should you choose to use Leading Edge Title as your closing agent:

Owners Title Policy	\$5.75/thousand
Settlement Fee	\$250-\$990* (Excludes Multiple Mortgages and Short Sales)
Search Fee	\$150
Lender's Title Policy & ALTA 9.1 Endorsement	\$300 & 10% of the Total Policy Premiums
Owner's Policy FL ALTA 9.2 Endorsement	10% of the Total Policy Premiums
Lender's FL ALTA 5.1 & 8.1 Endorsement	\$50 each
FEDEX / Wire / Archive / Erecording Fees	\$72

You are NOT REQUIRED to use any of the companies noted above as a condition for purchase, sale, finance, refinance, insurance, warranty, or closing of the subject property.


**THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

**IF AN AGENT HAS AN AFFILIATED BUSINESS ARRANGEMENT WITH ANY OTHER ENTITY THEY ARE REQUIRED TO DISCLOSE SAME ON A SEPARATE ADDENDUM TO BE SIGNED BY ALL PARTIES.**

### ACKNOWLEDGEMENT

I/We have read this disclosure form, and understand that RE/MAX 200 Realty and RE/MAX Town & Country Realty and/or Associate is referring me/us to purchase the above-described services from the providers above and may receive a financial or other benefit as the result of the referral.

Buyer: X \_\_\_\_\_ Date: \_\_\_\_\_

Authentisign  
Seller:  Date: 07/10/24  
CONTACT L.A. 1

Buyer: X \_\_\_\_\_ Date: \_\_\_\_\_

Seller: X \_\_\_\_\_ Date: \_\_\_\_\_

Rvsd 08142018

RE/MAX

**Wire Fraud Prevention Notice**Brokerage Name: RE/MAX TOWN & COUNTRY REALTY**Always independently verify wiring instructions sent via email**

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer/Seller Name (Print): MYRON TERLECKYBuyer/Seller Signature: Date: 07/10/2024

Buyer/Seller Name (Print): \_\_\_\_\_

Buyer/Seller Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT D



# "AS IS" Residential Contract For Sale And Purchase

**THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR**

**PARTIES:** \_\_\_\_\_ CH 7 Case 19-52861 ("Seller"),  
and \_\_\_\_\_ Graziella Hediger & Andreas Hediger ("Buyer").

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

**1. PROPERTY DESCRIPTION:**

- (a) Street address, city, zip: 5449 Hansel AVENUE #1, Orange, FL 32809
- (b) Located in: Orange County, Florida. Property Tax ID #: 292313113913170
- (c) Real Property: The legal description is CAMELOT BY THE LAKE CONDO CB 5/92 UNIT 17 BLDG M

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) **Personal Property:** Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: \_\_\_\_\_

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: \_\_\_\_\_

### PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency):.....\$ 106,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... \$ 5,300.00

The initial deposit made payable and delivered to "Escrow Agent" named below  
**(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☒ is to be made within \_\_\_\_\_ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: LEADING EDGE TITLE

Address: 1315 Tuskawilla RD, STE 101 Winter Springs, FL 32708 Phone: 407-699-7773

E-mail: Angie@letcf.com Fax: \_\_\_\_\_

- (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10) days after Effective Date \_\_\_\_\_ \$ \_\_\_\_\_

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \_\_\_\_\_

- (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

- |   |               |
|---|---------------|
| (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S)..... | \$ 100,700.00 |
|---|---------------|

**3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before July 12, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. **CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials gn 06/18  
FloridaRealtors/FloridaBar-ASIS-6x

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Seller's Initials

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Serial#: 082993-000172-0797124

### Form Simplicity





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## DEFAULT AND DISPUTE RESOLUTION

## 15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

**16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

**17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

**18. STANDARDS:**

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

Buyer's Initials gth 11/18  
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Seller's Initials

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

Buyer's Initials

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Seller's Initials

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499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st  
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K  
507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
512 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
518 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
522 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This  
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in  
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and  
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party  
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,  
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures  
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic  
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
536 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including  
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing  
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent  
548 until such amounts have been Collected in Closing Agent's accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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590\* **20. ADDITIONAL TERMS:** SELLER WIL PAY ALL BACK PROPERTY TAXES AND OVERDUE HOA FEES AT  
 591 CLOSING.  
 592 BUYER WAIVES INSPECTION.  
 593 BUYER ACCEPTS PROPERTY WITH TENANTSSQUATTERS IN PLACE.  
 594 SALE IS SUBJECT TO COURT APPROVAL.  
 595 BUYER ESCROW DEPOSIT IS FULLY REFUNDABLE IF THE COURT DOES NOT APPROVE THE SALE.  
 596 ALL OTHER TERMS REMAIN THE SAME.  
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608 COUNTER-OFFER

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CH



609\* ☐ Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.  
 611 This Contract continues with line 612 on Page 13 of 13.]

Buyer's Initials GH CH  
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Seller's Initials







**THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR**

and \_\_\_\_\_ (BUYER)  
concerning the Property described as 5449 HANSEL AVE 1

### Lead-Based Paint Warning Statement



**TRANSACTIONS**  
TransactionDesk Edition

RE/MAX

## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Trustee for Jose Villavicencio Ch.7 Case 19-52861 (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 5449 HANSEL AVE 1

ORLANDO

FL

32809

Buyer's Initials

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Seller's Initials

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### A. CONDOMINIUM RIDER

#### 1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

#### 2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): ☐ has ☒ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): ☐ have ☒ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

#### 3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ 368.15 payable (CHECK ONE): ☒ monthly ☐ quarterly ☐ semi-annually ☐ annually

and if more than one Association assessment

\$ \_\_\_\_\_ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and the current rent on recreation areas, if any, is

\$ \_\_\_\_\_ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.***

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: \_\_\_\_\_

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

☒ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND



**NOTICE OF MOTION OF CHAPTER 7 TRUSTEE FOR AUTHORITY TO SELL REAL ESTATE LOCATED AT (1) 5465 HANSEL AVENUE, UNIT H-11 OF CAMELOT BY THE LAKE, ORLANDO, FLORIDA, AND (2) 5449 HANSEL AVENUE, UNIT M-17, OF CAMELOT BY THE LAKE, ORLANDO, FLORIDA, FREE AND CLEAR OF ALL CLAIMED LIENS, INTERESTS OR ENCUMBRANCES AND CERTIFICATE OF SERVICE**

The Chapter 7 Trustee has filed papers with the court seeking the authority to sell property of the estate.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the Motion, **then on or before twenty-one (21) days from the date set forth in the certificate of service for the Motion**, you or your attorney must file with the court a response explaining your position by mailing your response by first class U.S. Mail to Clerk, United States Bankruptcy Court, 170 North High Street, Columbus, Ohio 43215, OR your attorney must file a response using the court's ECF system.

**The Chapter 7 Trustee has filed a Motion to Reduce this 21 day period to 10 days. If the Court grants this Motion, you will receive Notice of the Date by which you need to file your response.**

The Court must **receive** your response on or before the date set forth above.

You must also send a copy of your response either by 1) the court's ECF System, or by 2) first class U.S. Mail to:

United States Trustee  
170 North High Street, Suite 200  
Columbus, Ohio 43215

Myron N. Terlecky, Esq.  
Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA  
575 South Third Street  
Columbus, Ohio 43215

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing MOTION OF CHAPTER 7 TRUSTEE FOR AUTHORITY TO SELL REAL ESTATE LOCATED AT (1) 5465 HANSEL AVENUE, UNIT H-11 OF CAMELOT BY THE LAKE, ORLANDO, FLORIDA, AND (2) 5449 HANSEL AVENUE, UNIT M-17, OF CAMELOT BY THE LAKE, ORLANDO, FLORIDA, FREE AND CLEAR OF ALL CLAIMED LIENS, INTERESTS OR ENCUMBRANCES was served (i) electronically on the date of filing through the court's ECF system on all ECF participants registered in the case at the email addresses registered with the court, and (ii) by first class U.S. mail on July 18, 2024, addressed to those parties listed on the attached mailing matrix and addressed to the additional parties as set forth below:

Jose Villavicencio  
669 South 22<sup>nd</sup> Street  
Columbus, OH 43205

Christine Bowen  
RE/MAX Town & Country Realty  
1315 Tuskawilla Rd., Ste. 101  
Winter Springs, FL 32708

Chris Creegan  
Creegan Property Group  
439 Lake Howell Rd.  
Maitland, FL 32751  
Realtor for Graziella Hediger and Andreas Hediger

The attached mailing matrix was provided by the Bankruptcy Court's CM/ECF Service. Service was made upon both preferred and non-preferred addresses (preferred addresses are marked with "(p)"). Service was not made upon entities with similar names at identical addresses. Though listed in the matrix, a copy of this document was not sent to the United States Bankruptcy Court, John W. Kennedy nor Myron N. Terlecky.

/s/ Myron N Terlecky  
\_\_\_\_\_  
Myron N. Terlecky (0018628)

Label Matrix for local noticing

0648-2

Case 2:19-bk-52861

Southern District of Ohio

Columbus

Tue Jul 16 14:10:31 EDT 2024

(p)AMERICAN ELECTRIC POWER  
ATTN JASON E REID  
1 RIVERSIDE PLAZA 13TH FLOOR  
COLUMBUS OH 43215-2373

(p)BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

(p)COLUMBIA GAS  
290 W NATIONWIDE BLVD 5TH FL  
BANKRUPTCY DEPARTMENT  
COLUMBUS OH 43215-4157

Graf & McGovern LPA  
604 E. Rich St.  
Columbus, OH 43215-5341

Mishkind Kulwicki Law Co  
23240 Chagrin Blvd.  
Ste 101 Commerce Park IV  
Beachwood, OH 44122-5482

Shapero & Green LLC  
25101 Chagrin Blvd. #220  
Beachwood, OH 44122-5656

Tax Ease Ohio, LLC  
14800 Landmark Blvd., Suite 400  
Dallas, TX 75254-7598

US District Attorney  
303 Marconi Blvd  
Columbus, OH 43215-2839

Verna Coward  
Verna & Craig Coward, Admins  
Estate of Frederick Coward  
25101 Chagrin Blvd. #220  
Beachwood, OH 44122-5656

Rent Due LLC

c/o Maria Mariano Guthrie

Kegler, Brown, Hill & Ritter  
65 E. State Street, Ste. 1800  
Columbus, OH 43215-4294

Asst US Trustee (Col)  
Office of the US Trustee  
170 North High Street  
Suite 200  
Columbus, OH 43215-2417

Bank of America, N.A.  
P O Box 982284  
El Paso, TX 79998-2284

Enhanced Recovery Corp  
8014 Bayberry Rd  
Jacksonville, FL 32256-7412

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

(p)NATIONSTAR MORTGAGE LLC  
PO BOX 619096  
DALLAS TX 75261-9096

TLOA Acquisitions, LLC - Series 2  
11 Talcott Notch Road  
Farmington, CT 06032-1817

US Attorney General  
Main Justice Bldg, Room 5111  
10th & Constitutional Avenue NW  
Washington, DC 20530-0001

Verna Coward  
16250 Flint Ridge Rd. South  
Newark, OH 43056-9457

Verna R. Coward  
Adm Est. Frederick Coward, Jr.  
25101 Chagrin Blvd #220  
Beachwood, Oh 44122-5656

AFFILIATED TAX CO LLC -17

US Bank/Affiliated Tax Co LLC  
PO Box 645040  
Cincinnati OH 45264-0303

(p)OHIO ATTORNEY GENERAL  
COLLECTIONS ENFORCEMENT ATTN BANKRUPTCY MANAG  
30 E BROAD ST  
14TH FLOOR  
COLUMBUS OH 43215-3414

City of Columbus Attorney  
90 W. Broad St. Room 200  
Columbus, OH 43215-9013

Franklin County Treasurer  
373 S. High St. 17th Floor  
Columbus, OH 43215-4591

Law Office of Manbir Sandhu  
1213 Prospect Ave. #300  
Cleveland, OH 44115-1260

Ohio Department of Taxation  
Bankruptcy Division  
P.O. Box 530  
Columbus, OH 43216-0530

TLOA Servicing LLC  
11 Talcott Notch Rd.  
Farmington, CT 06032-1817

US Bank as Customer  
c/o Liege Tax Liens LLC 18  
P.O. Box 645040  
Cincinnati, OH 45264-0303

Verna Coward  
Verna & Craig Coward, Admin.  
25101 Chagrin Blvd. #220  
Beachwood, Oh 44122-5656

Weltman Weinberg & Reis  
3705 Marlane Dr.  
Grove City, OH 43123-8895

Westgate Blue Tree Owners Association,  
C/O Greenspoon Marder LLP  
201 E. Pine Street, Suite 500  
Orlando Florida 32801-2718

Christina Bowen  
RE/MAX Town & Country  
1315 Tuskawilla Rd., Suite 101  
Winter Springs, FL 32708-5059

Jose R. Villavicencio  
PO Box 32185  
Columbus, OH 43232-0185

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Mark Jay Bamberger  
The Mark Bamberger Co., LLC  
PO Box 189  
Spring Valley, OH 45370-0189

Myron N Terlecky  
575 S Third Street  
Columbus, OH 43215-5755

Verna Coward  
c/o Brian Green  
25101 Chagrin Blvd. #220  
Beachwood, OH 44122-5656

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

American Electric Power  
Attn Bankruptcy  
1 AEP Way  
Hurricane, WV 25526-1231

Attorney General - Rev Rec  
ATTN: Bankruptcy Staff  
150 E. Gay Street, 21st Floor  
Columbus, OH 43215

Bank of America  
Billing Inquiries  
PO Box 982236  
El Paso, TX 79998-2236

Columbia Gas  
290 W. Nationwide Blvd. 5th Flr  
Bankruptcy Department  
Columbus, OH 43215-4157

Nationstar Mortgage LLC  
Attn Bankruptcy Department  
PO Box 619096  
Dallas, TX 75261-9741

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)TLOA Acquisitions, LLC

(u)Tax Ease Ohio, LLC

End of Label Matrix  
Mailable recipients 35  
Bypassed recipients 2  
Total 37